BEFORE THE LABOUR COURT HUBLI

CAMP : BELGAUM

(ID) LCH Application No. 6 of 1968

Present: Shri D. Ponnurangam, B.A., B.L.

Date: 19*th October* 1968.

Claimants—

1. Smt. Jaitunma Mohidin Beg
2. Smt. Sugrabai Mahibum Satare
3. Smt. Daulatbi Balu Malkhani
4. Smt. Halja Ramjan Mudhol
5. Smt. Husenma Balu Satare
6. Smt. Sakinma Nurudin Beg
7. Smt. Mamtaj Nurudin Beg
8. Smt. Jainama Isub Beg
9. Smt. Gaurawa Shivappa Ghatkamble
10. Smt. Ratnawa Pundalik Nadoni
11. Smt. Tangewa Shivappa Pattan
12. Smt. Satyawa Babu Ghatkable
13. Shri Sidling Dundappa Girgyal
14. Shri Iswar Siddappa Darur
15. Shri Balu Hasan Malkhani
16. Sri Amrit Jokappa Ghatkamble
17. Shri Ramjan Husen Mudhol
18. Shri Shivappa Shankarappa Ghatkamble
19. Shri Harishandra Gangappa Ghatkamble
20. Shri Nurudin Mohodin Beg

21. Shri Mahibub Balu Satare

22. Shri Isub Mohodin Beg

23. Shri Tukaram Rachappa Nadoni

24. Shri Mira Kisan Mirajkar

25. Shri Daryappa Shivappa Nadoni

26. Shi Tamnna Balappa Nuli
Care of The President, Municipal Kamgar Union, Holikattugalli, Athani, Belgaum District.

Vs.

Respondent—

The Chief Officer, Town Municipal Council, Athani, Belgaum District.

1. The claimants above named are the employees under the Town Municipality, Athani. They have filed this application under section 33 C (2) of the Industrial Disputes Act, 1947 claiming benefits from the Town Municipality, alleging that there were settlements between the claimants' workers' Union and the Respondent Municipality under which the workers of the Municipality are entitled to certain benefits such as uniforms and some money for doing "accumulated work". These workers allege that they are entitled to get uniform (or Rs. 60 per set) for 7 years from the year 1961-62 upto 1967-68, out of which the Respondent had given them only for 5 years and that they are entitled to get their uniforms for 2 years at Rs. 60 per set or their money value to that 26 workers at Rs. 60 or Rs. 3,120. They further allege that these 26 workers did additional accumulated work from 1st January 1966 to 29th February 1968 and they claim the amount for that period at the rate of Rs. 6 per worker. They pray that these amounts be computed and determined and the Respondent may be directed to pay the same.

2. The Respondent-Municipality has filed its objections to the claims of the workers, mainly contending, among other grounds, that the Town Municipality should have been impleaded as a party; that these workers have been receiving uniform all these years as per the settlements and that for the year 1967-68 also, the Municipality has made an offer to its workers to take their uniforms, that

the majority of the workers accepted the uniforms and that only the claimants who constitute a minority of the workers refused to take the uniforms with a view to harass the Municipality and that these applicants themselves are to be blamed for not accepting the uniform, when offered; that the demand of Rs. 6 per head as claimed by the workers is illegal in as much as these workers have not worked over time on days subsequent to weekly off days and holidays and that the workers would be entitled to Rs. 6 only when the worker worked for longer hours and did the extra work. It is further stated in the statement of objections that Shri D. S. Dhrokshi who has signed the memo of settlement dated 25th February 1966 was not authorised to enter into any contract of settlement and hence the settlement entered into by him with the workers is not binding on the Town Municipality; that this Court has no jurisdiction. In short, the dismissal of the claims of these workers has been prayed for with costs.

3. When this case was posted for hearing, one witness S. B. Patil on behalf of the claimants was examined and one witness, Mohan Narayan Rao (Sanitary Inspector of the Municipality) on behalf of the Respondent was examined. The evidence for both the sides closed.

4. Sri B. G. Naik, the President of the General Workers Union, Sangli, and Sri S. B. Patil the President of the Municipal Kamgar Union, Athani represented the claimants. Sri V. M. Joshi, Advocate, appeared for the respondent, after complying with the requirements of Section 36(4) of the I.D. Act, 1947. I have heard arguments of Sri B. G. Naik and Sri V. M. Joshi. I have perused the records.

5. The fact that the claimants are workers under the Town Municipality, Athani is not disputed. In the evidence of the Sanitary Inspector the settlement referred to by the claimants is admitted; he admits that that settlement was made regarding the uniform of the workers of the Town Municipality and such uniform was to be given upto 1967-68. Regarding the uniform the Sanitary Inspector of the said Municipality has given the following evidence:

> "Those uniforms have been given upto 1967-68. When the uniforms were given for 1967-68, some of the workmen of the Municipality refused to take uniforms on the ground that the uniform supplied were not satisfactory.

The workers who refused the uniforms are 26 persons who are the claimants in this proceeding.

6. The Municipality is ready to give the uniform to those workers for 1967-68.

7. From the evidence of the Sanitary Inspector, it is seen that these claimants have not received their uniforms for the year 1967-68 in view of their (claimants) refusal; and that his management is prepared to offer those uniforms to those claimants.

8. The 26 workers in this case claim that uniform to them have not been supplied to them for 2 years, as could be seen from the evidence of Sri S. B. Patil (The President of the Municipal Kamgar Union, Athani but of the 2 years claims for uniform, the Respondent admits that these workers had refused uniform for the year 1967-68. The claims of uniform is for 2 years, namely, for the year 1965-66 and 1967-68, as per the evidence of Sri S. B. Patil. As regards the supply of uniform for the year 1965-66, the Sanitary Inspector has deposed as follows, on behalf of the Respondent :—

"These 14 workmen who are claimants in this proceedings were supplied with uniform for the year 1965-66, but they were so supplied on 10th September 1966 as per Exhibit M3. The 14 male workers who are claimants, in token of having received the uniforms for 1965-66 have put their Left thumb impressions in Exhibit M2. I had taken their left thumb impression to Exhibit M2. On the very same day, those uniforms were given to them, each of the workers including men workers were supplied 5 yards of Khadi Cloth, 6 yards of tennis cloth and ½ yard of Khadi cloth. In token of having received the cloth, they have put their left thumb impressions or signatures to Exhibit M3 in my presence. For the year 1966-67, the 12 claimants (women workers mentioned in petition) were also supplied with uniform for that year in token of the receipt, whereof, the 12 workers have put their left thumb impressions as per Exhibit M4 dated 8th September 1966. I was present when they were issued. I had taken their left thumb impressions. For the years 1965-66 and 1966-67, the Municipality is not liable to supply any uniform to these workers, as they are supplied already with uniform and cloths for the year 1967-68, uniforms have been supplied

to 23 workers. The uniforms were offered to the 26 workers. But they refused to take the same. The Management is prepared to offer those uniforms to these 26 workers."

9. Exhibits M1, M2, M3 and M4 are lists containing the names of the Municipal Workers of the Athani Municipality with the left thumb impressions or signatures. From the evidence of the Sanitary Inspector coupled with entries made in Exhibits M1 to M4 I am satisfied that these 26 workers had received uniform from the Athani Municipality for the year 1965-66 and 1966-67. The contents of Exhibits M1 to M4 are not disputed or challenged on behalf of the workers. I hold that the workers have not received their uniform only for the year 1967-68.

10. Sri S. B. Patil, on behalf of the workers, has deposed as follows :—

"Each worker is entitled to accumulated amount of Rs. 6 per month for 26 months from 1st January 1966 to 29th February 1968 amounting to Rs. 156 per worker or $156 \times 26 = 4056$ for 26 workers for 26 months."

11. As regards, the above claims for removed accumulated work, no worker has been examined to show that he or she was doing the accumulated work in respect of the period in question. The Sanitary Inspector, on behalf of the Municipality, has given evidence that the claimants had not done any accumulated work from 1st January 1966. On the days after weekly offs, and that to show that they had not worked he has produced documentary evidence like petrol and log books. He has produced the Mannual compost. Mannual Exhibit M5 from the year 1964-65 and Petrol book Exhibit M6, an dhe has sworn that these books were kept during the regular course of business and that according to the entries made in Exhibit M5 and Exhibit M6, no extra work has been done by these claimants. The aforesaid evidence of the Sanitary Inspector practically remains undisputed or unchallenged on records, as there is no cross-examination on those points. Hence his evidence to that effect is an admission on the part of the workers by necessary implications. I have no reason to disbelieve or discard the testimony of the Sanitary Inspector as I am satisfied with his evidence. For the foregoing reasons I hold that the claimant workers have failed to prove that they are entitled to Rs. 6 each for 2 years as claimed

by them. I hold that they are not entitled to that accumulated work amount, as their claim has not been proved.

12. From the discusions above I hold that the 26 workers who are claimants in this applications are entitled to receive uniforms from the Respondent for the year 1967-68.

13. The next question is whether the claims of these worker can be raised from the Chief Officer without the Municipality being impleaded as a party. Though that point has been raised in the objection statement, no evidence at all has been lead in that behalf. The Chief Officer, as the employee of the Municipality, in his eye of law is an agent of the Municipality employed during the regular course of its business. The Chief Officer has also put his signature to his supply of the uniforms to the workers of the Municipality as can be seen from Exhibits M2, M3 and M4 produced on behalf of the Respondent. It cannot be disputed that the Town Municipality is the local authority. Under Section 2(g) (ii) of the Industrial Disputes Act, 1947, "employer" means—

> "in relation to an industry carried on by or on behalf of a local authority, the chief executive officer of that authority."

14. The Chief Officer as as the Chief Executive Officer of the Athani Town Municipality can be taken to be an "employer" within the meaning of Section 2(g) of the I.D. Act. The Town Municipality is bound by the acts of its Chief Officer. Applying the principles of vicarious liability, I think the claims of these workers can be demanded from the Chief Officer of the Town Municipality, Athani without formally impleading the Town Municipality. For the foregoing reasons, I cannot accept the contentions made on behalf of the Respondent that is the Town Municipality should have been made a party.

15. In the rseult I hold that the 26 claimants workers are entitled to receive from the respondent the uniform for the year 1967-68 only. If the uniform cannot be supplied each worker is entitled to Rs. 60 from the respondent in lieu of the uniform for the year 1967-68. The other claims of these workers are rejected. I direct the Respondent to give these 26 workers uniform or pay them the cost of the uniform at Rs. 60 per head within one month from this day. I direct the office of this Court, to submit true copies of this decision to the Secretary to Government of Mysore, Food, Civil Supplies Mysore Government Secretariat, Vidhana

Soudha. Bangalore, as required under Section 35C (4) of the I.D. Act, 1947.

Decision pronounced in Open Court at Belgaum this 19th Day of October, 1968.

(Sd.) D. PONNURANGAM,
Presiding Officer,
Labour Court, Hubli.

Camp : *Belgaum,*
19–10–1968.

'True Copy'

D. PONNURANGAM,
Presiding Officer,
Labour Court, Hubli.
19-10-1968,